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8 UNITED STATES DISTRICT COURT  
9 EASTERN DISTRICT OF WASHINGTON

10 MARIANO CARRANZA and ELISEO  
11 MARTINEZ, individually and on behalf  
12 of all others similarly situated,

13 Plaintiffs,

14 v.

15 DOVEX FRUIT COMPANY,

16 Defendant.

NO.

**COMPLAINT**

Class Action

18 Plaintiffs Mariano Carranza and Eliseo Martinez, by their undersigned  
19 attorneys, for this class action complaint against Defendant Dovex Fruit Company  
20 (“Dovex” or “Defendant”), allege as follows:  
21

22 **I. INTRODUCTION**

23 1.1 Nature of Action. This is an employment law action against Dovex  
24 pursuant to Washington employment law and the federal Migrant and Seasonal  
25 Agricultural Worker Protection Act (“AWPA”). Plaintiffs bring this action  
26

1 against Dovex for engaging in a systematic scheme of wage and hour violations  
2 against farmworkers at Dovex's farms in Washington. These violations include  
3 failure to provide rest breaks, failure to separately pay for rest breaks, failure to  
4 pay for all work performed, failure to keep accurate records of actual hours  
5 worked, and failure to provide pay statements with accurate statements of actual  
6 hours worked.  
7  
8

## 9 **II. JURISDICTION AND VENUE**

10 2.1 Jurisdiction. This Court has subject-matter jurisdiction based on  
11 federal question jurisdiction pursuant to 28 U.S.C. § 1331 and AWP, 29 U.S.C.  
12 § 1854(a). This Court also has supplemental jurisdiction over the Washington  
13 state law claims pursuant 28 U.S.C. § 1367(a) because these claims are so related  
14 to the federal claims that they form part of the same case and controversy under  
15 Article III of the United States Constitution. This Court is empowered to grant  
16 declaratory and injunctive relief pursuant to 28 U.S.C. § 2201 and 29 U.S.C. §  
17 1854(c)(1).  
18  
19

20 2.2 Venue. Venue in this Court is proper pursuant to 28 U.S.C.  
21 § 1391(b)(1) because Defendant does sufficient business in this District to subject  
22 it to personal jurisdiction herein and pursuant to 28 U.S.C. § 1391(b)(2) because a  
23 substantial part of the events or omissions giving rise to the claims occurred in  
24 this District.  
25  
26

### III. PARTIES

#### Plaintiff Mariano Carranza.

3.1 Plaintiff Carranza is a “migrant agricultural worker” under AWP.

3.2 Plaintiff Carranza resides in Fresno, California.

3.3 Plaintiff Carranza began working for Dovex in Washington in 2009.

3.4 Plaintiff Carranza has traveled from his permanent residence to pick apples, pears, and cherries for Dovex each year since 2009. Plaintiff Carranza has generally worked for Dovex during the summer harvest until approximately October or November each year.

3.5 Until August or September 2015, Dovex failed to provide Plaintiff Carranza paid, ten-minute rest breaks for every four hours of work when Plaintiff Carranza worked on a piece-rate basis for Dovex. During this period, Dovex did not separately pay Plaintiff Carranza for rest breaks. Also, during this period, Dovex did not provide Plaintiff Carranza ten minutes of additional pay for each rest break Dovex failed to provide him.

3.6 Dovex failed to pay Plaintiff Carranza for all work he performed.

3.7 Dovex failed to make and keep accurate records of Plaintiff Carranza’s hours worked and failed to provide to Plaintiff Carranza accurate written statements of his hours worked each pay period.

1 Plaintiff Eliseo Martinez

2 3.8 Plaintiff Martinez is a “seasonal agricultural worker” under AWP. A.

3 3.9 Plaintiff Martinez resides near Ephrata, Washington.

4  
5 3.10 Plaintiff Martinez began working for Dovex in Washington during  
6 the summer of 2012.

7 3.11 Between 2012 and 2014, Plaintiff Martinez picked apples, pears, and  
8  
9 cherries for Dovex during the summer harvest until approximately October or  
10 November each year.

11 3.12 Dovex failed to provide Plaintiff Martinez paid, ten-minute rest  
12  
13 breaks for every four hours of work when he worked on a piece-rate basis for  
14 Dovex. Dovex did not separately pay Plaintiff Carranza for rest breaks. Also,  
15  
16 Dovex did not provide Plaintiff Carranza ten minutes of additional pay for each  
17 rest break Dovex failed to provide him.

18 3.13 Dovex failed to pay Plaintiff Martinez for all work he performed.

19 3.14 Dovex failed to make and keep accurate records of Plaintiff  
20  
21 Martinez’s hours worked and failed to provide to Plaintiff Martinez accurate  
22 written statements of his hours worked each pay period.

23 Defendant Dovex Fruit Company

24  
25 3.15 Dovex is a Washington corporation with its principal place of  
26 business in Wenatchee, Washington.

1           3.16 Each summer, Dovex hires hundreds of migrant and seasonal  
2 workers to pick fruit, including apples, pears, and cherries, at its orchards in  
3 Washington.

4  
5           3.17 Many of Dovex's workers travel from their permanent residences in  
6 other states to work from the early summer until October or November.

7  
8           3.18 Most of Dovex's migrant and seasonal employees do not speak  
9 English.

10           3.19 Dovex pays migrant and seasonal employees piece-rate wages based  
11 on the quantity of fruit picked each day.

12  
13           3.20 Dovex also pays some migrant and seasonal employees hourly  
14 wages for certain work related to the fruit harvest.

15           3.21 Dovex is an "agricultural employer" under AWP, and Dovex  
16 employed or employs Plaintiffs and the members of the proposed class.

#### 17 18                           **IV. CLASS ACTION ALLEGATIONS**

19           4.1   Class Definition. Pursuant to Federal Rule of Civil Procedure 23,  
20 Plaintiffs bring this case as a class action on behalf of a class defined as follows:  
21

22                   All current and former migrant and seasonal employees  
23 of Defendant Dovex Fruit Company who performed  
24 fruit harvest work for Defendant in Washington at any  
25 time between November 3, 2012 and the date of final  
26 disposition of this action.

1 Excluded from the Class are Defendant, any entity in which Defendant has a  
2 controlling interest or that has a controlling interest in Defendant, and  
3 Defendant's legal representatives, assignees, and successors. Also excluded are  
4 any workers who came to work at Dovex on an H-2A visa.  
5

6 4.2 Numerosity. The members of the Class are so numerous that joinder  
7 is impracticable. There are over 800 members composing the Class. Members of  
8 the Class are geographically dispersed throughout multiple states. In addition,  
9 members of the Class have a low degree of sophistication, limited English  
10 proficiency, and lack the resources to sue individually. The disposition of the  
11 claims of the Class in a single action will provide substantial benefits to all parties  
12 and the Court.  
13  
14

15 4.3 Commonality. There are numerous questions of law and fact  
16 common to Plaintiffs and members of the Class. These questions include, but are  
17 not limited to, the following:  
18

19 a. Whether Dovex has engaged in a common course of failing to  
20 provide migrant and seasonal employees with required paid rest breaks;  
21

22 b. Whether Dovex has engaged in a common course of failing to pay  
23 minimum wages to migrant and seasonal employees for all work performed;  
24

25 c. Whether Dovex has engaged in a common course of failing to pay  
26 the proper wages owed to seasonal and migrant employees when due;

1 d. Whether Dovex has engaged in a common course of failing to  
2 provide migrant and seasonal employees with accurate written statements of  
3 hours worked;

4 e. Whether Dovex engaged in a common course of failing to make  
5 and keep accurate records of hours worked for migrant and seasonal employees;

6 f. Whether Dovex has engaged in a common course of failing to  
7 maintain true and accurate time and payroll records for all work performed by  
8 seasonal and migrant employees;

9 g. Whether Dovex engaged in a common course of failing to separately  
10 pay piece-rate migrant and seasonal employees for their rest breaks before August  
11 or September 2015;

12 h. Whether Dovex has violated 29 U.S.C. § 1822(a) and 29 U.S.C. §  
13 1832(a);

14 i. Whether Dovex has violated 29 U.S.C. § 1821(d)(1) and (d)(2), and  
15 29 U.S.C. § 1831(c)(1) and (c)(2);

16 j. Whether Dovex has violated RCW 49.46.070, WAC 296-131-015,  
17 WAC 296-131-017, and WAC 296-128-010;

18 k. Whether Dovex has violated WAC 296-131-020;

19 l. Whether Dovex has violated RCW 49.46.020 and RCW 49.46.090;

20 m. Whether Dovex has violated RCW 49.52.050; and  
21  
22  
23  
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1           n.       The nature and extent of class-wide injury and the measure of  
2 compensation for such injury.

3           4.4    Typicality. The claims of Plaintiffs are typical of the claims of the  
4 Class. Plaintiffs have been employed by Dovex as migrant or seasonal  
5 agricultural workers and thus are members of the proposed Class. The claims of  
6 Plaintiffs, like the claims of the Class, arise out of the same common course of  
7 conduct by Dovex and are based on the same legal and remedial theories.  
8

9           4.5    Adequacy. Plaintiffs will fairly and adequately protect the interests  
10 of the Class. Plaintiffs have retained competent and capable attorneys who are  
11 experienced litigators with significant experience in complex class action  
12 litigation, including employment law. Plaintiffs and their counsel are committed  
13 to prosecuting this action vigorously on behalf of the Class and have the financial  
14 resources to do so. Neither Plaintiffs nor their counsel have interests that are  
15 contrary to or that conflict with those of the Class.  
16

17           4.6    Predominance. Dovex has engaged in a common course of violating  
18 the employment rights of Plaintiffs and members of the Class. The common  
19 issues arising from this conduct that affect Plaintiffs and members of the Class  
20 predominate over any individual issues. Adjudication of these common issues in  
21 a single action has important and desirable advantages of judicial economy.  
22  
23  
24  
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1           4.7    Superiority. Plaintiffs and members of the Class have suffered and  
2 will continue to suffer harm and damages as a result of Dovex's unlawful and  
3 wrongful conduct. Absent a class action, however, most Class members likely  
4 would find the cost of litigating their claims prohibitive. Class members also face  
5 challenges vindicating their rights on an individual basis due to the logistical  
6 realities of migrating to find work, limited English proficiency, lack of familiarity  
7 with the court system, and other barriers to their access to justice. Class treatment  
8 is superior to multiple individual suits or piecemeal litigation because it conserves  
9 judicial resources, promotes consistency and efficiency of adjudication, provides  
10 a forum for small claimants, and deters illegal activities. There will be no  
11 significant difficulty in the management of this case as a class action. The Class  
12 members are readily identifiable from Dovex's records.

## 17                   **V. SUMMARY OF FACTUAL ALLEGATIONS**

18           5.1    Common Course of Conduct. At all times relevant to this complaint,  
19 Dovex has engaged in, and continues to engage in, a common course of violating  
20 the employment rights of migrant and seasonal employees in the state of  
21 Washington as described below.

22           5.2    Failure to Provide Paid Rest Breaks. Dovex's common course of  
23 employment rights violations includes failing to provide migrant and seasonal  
24 workers with paid rest breaks as required by Washington law. Dovex has not  
25  
26

1 provided its piece-rate migrant and seasonal workers with ten-minute rest breaks  
2 for every four hours of work. Dovex has also failed to provide ten minutes of  
3 additional pay for each rest break migrant and seasonal workers have missed.  
4  
5 Until August or September 2015, Dovex also failed to separately pay its piece-  
6 rate migrant and seasonal workers for rest breaks at their average hourly rate.  
7  
8 Dovex has had actual or constructive knowledge of the fact that it has not  
9 provided piece-rate migrant and seasonal workers ten-minute rest breaks for  
10 every four hours of work, has not provided migrant and seasonal workers ten  
11 minutes of additional pay for each rest break they have missed, and has not  
12 separately paid piece-rate migrant and seasonal workers for rest breaks at their  
13 average hourly rate.  
14

15         5.3     Failure to Pay Minimum Wage. Dovex's common course of  
16 employment rights violations also includes failing to pay at least minimum wage  
17 to migrant and seasonal workers for all work performed. Dovex has failed to pay  
18 piece-rate migrant and seasonal workers for work performed in addition to their  
19 piecework. Such additional work includes, but is not limited to, carrying ladders  
20 to a company trailer so that the ladders can be transported to another orchard  
21 block, waiting for the company trailer so that ladders can be transported to the  
22 next orchard block, waiting for equipment and materials necessary for the work,  
23 traveling between orchard blocks during the workday, attending required work  
24  
25  
26

1 meetings, storing equipment and materials, waiting to move to another orchard  
2 block after work in one orchard block is complete, and moving equipment and  
3 materials to different orchard blocks. Up until August or September 2015, Dovex  
4 also violated Washington minimum wage law by not separately paying piece-rate  
5 migrant and seasonal workers for rest breaks.  
6

7       5.4 Failure to Pay Wages When Due. Dovex's common course of  
8 employment rights violations also includes failing to pay migrant and seasonal  
9 workers proper wages when due. Up until August or September 2015, Dovex  
10 failed to provide piece-rate migrant and seasonal workers with paid rest breaks,  
11 thus entitling them to additional wages each pay period. Dovex has also failed to  
12 pay workers at least minimum wage for all work performed. By failing to pay  
13 such wages, Dovex has knowingly and intentionally failed to pay proper wages  
14 when due.  
15  
16  
17

18       5.5 Failure to Provide Accurate Statements of Hours Worked. Dovex's  
19 common course of employment rights violations includes failing to provide  
20 migrant and seasonal employees with accurate written statements of hours  
21 worked each pay period.  
22

23       5.6 Failure to Keep Accurate Records. Dovex's common course of  
24 employment rights violations includes failing to make and keep accurate records  
25 of hours worked for migrant and seasonal employees.  
26

**VI. FIRST CLAIM FOR RELIEF**  
**Violations of WAC 296-131-020 – Failure to Provide Paid Rest Periods**

6.1 Plaintiffs reallege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

6.2 WAC 296-131-020(2) provides that “[e]very employee shall be allowed a rest period of at least ten minutes, on the employer's time, in each four-hour period of employment.”

6.3 By failing to provide proper rest periods to Plaintiffs and Class members, Dovex has violated WAC 296-131-020(2).

6.4 By failing to separately pay Plaintiffs and Class members for rest breaks at their average hourly rate before August or September 2015, Dovex violated WAC 296-131-020(2).

6.5 As a result of the unlawful acts of Dovex, Plaintiffs and members of the Class have been deprived of compensation in amounts to be determined at trial, and they are entitled to the recovery of such damages, including interest thereon, as well as attorneys’ fees and costs pursuant to RCW 49.48.030.

**VII. SECOND CLAIM FOR RELIEF**  
**Violations of RCW 49.46.090 – Failure to Pay Minimum Wage**

7.1 Plaintiffs reallege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

1           7.2     Under RCW 49.46.090, employers must pay employees all wages to  
 2 which they are entitled under the Washington Minimum Wage Act (“MWA”). If  
 3 the employer fails to do so, RCW 49.46.090 requires that the employer pay the  
 4 employees the full amount of the statutory minimum wage rate less any amount  
 5 actually paid to the employees.  
 6

7           7.3     Dovex violated the provisions of RCW 49.46.090 and the MWA by  
 8 failing to pay wages to Plaintiffs and members of the Class for all work  
 9 performed.  
 10

11           7.4     Dovex also violated the MWA by not paying for rest periods taken  
 12 or missed by Plaintiffs and members of the Class.  
 13

14           7.5     As a result of the unlawful acts of Dovex, Plaintiffs and members of  
 15 the Class have been deprived of compensation in amounts to be determined at  
 16 trial, and pursuant to RCW 49.46.090, are entitled to recover those damages,  
 17 including interest thereon, plus attorneys’ fees and costs.  
 18

19                               **VIII. THIRD CLAIM FOR RELIEF**  
 20                               **Violations of RCW 49.46.070, WAC 296-131-015,**  
 21                               **WAC 296-131-017 & WAC 296-128-010**  
 22                               **Failure to Maintain Adequate and Accurate Time Records**

23           8.1     Plaintiffs reallege and incorporate by reference each and every  
 24 allegation set forth in the preceding paragraphs.  
 25  
 26

1           8.2    RCW 49.46.070 provides that “[e]very employer . . . shall make,  
2 and keep . . . a record of . . . the hours worked each day and each work week by  
3 [each] employee.”

4  
5           8.3    WAC 296-131-015 states, “[a] pay statement shall be provided to  
6 each employee at the time wages are paid. The pay statement shall identify the  
7 employee [and] show the number of hours worked . . . .”

8  
9           8.4    WAC 296-131-017(1) provides, “[e]very employer shall keep for at  
10 least three years a record of the name, address, and occupation of each employee,  
11 dates of employment, rate or rates of pay, amount paid each pay period to each  
12 such employee and the hours worked.”

13  
14           8.5    WAC 296-128-010 provides that “employers shall be required to  
15 keep and preserve payroll and other records containing the following  
16 information... (6) Hours worked each workday and total hours worked each  
17 workweek.”

18  
19           8.6    Dovex does not allow piece-rate migrant and seasonal employees to  
20 punch in or out or otherwise record or verify their time worked each day. Instead,  
21 a Dovex manager simply estimates the time worked by each piece-rate migrant  
22 and seasonal employee each day and rounds the time in half-hour intervals. As a  
23 result, Dovex fails to keep an accurate record of the hours worked by Plaintiffs  
24 and the Class members and does not provide pay statements that show an accurate  
25  
26

1 total of the hours worked each pay period. Dovex also fails to maintain an  
 2 accurate record of the hours Plaintiffs and the Class members work in activities in  
 3 addition to their piecework.

4  
 5 8.7 By the actions alleged above, Dovex has violated the provisions of  
 6 RCW 49.46.070, WAC 296-131-015, WAC 296-131-017, and WAC 296-128-  
 7 010.

8  
 9 8.8 As a result of the unlawful acts of Dovex, Plaintiffs and the Class are  
 10 entitled to declaratory and injunctive relief, plus attorneys' fees and costs, as  
 11 allowed by law.

12  
 13 **IX. FOURTH CLAIM FOR RELIEF**  
 14 **Violation of RCW 49.52.050 — Willful Refusal to Pay Wages**

15 9.1 Plaintiffs reallege and incorporate by reference each and every  
 16 allegation set forth in the preceding paragraphs.

17  
 18 9.2 RCW 49.52.050 provides that any employer or agent of any  
 19 employer who, "[w]ilfully and with intent to deprive the employee of any part of  
 20 his wages, shall pay any employee a lower wage than the wage such employer is  
 21 obligated to pay such employee by any statute, ordinance, or contract" shall be  
 22 guilty of a misdemeanor.

23  
 24 9.3 Dovex's violations of RCW 49.46.090 and WAC 296-131-020 (as  
 25 discussed above) and 29 U.S.C. §§ 1821-1822, 1831-1832 (as discussed below)  
 26

1 were willful and constitute violations of RCW 49.52.050.

2 9.4 RCW 49.52.070 provides that any employer who violates the  
3 provisions of RCW 49.52.050 shall be liable in a civil action for twice the amount  
4 of wages withheld, as well as attorneys' fees and costs.  
5

6 9.5 As a result of the willful, unlawful acts of Dovex, Plaintiffs and  
7 members of the Class have been deprived of compensation in amounts to be  
8 determined at trial, and pursuant to RCW 49.52.070, they are entitled to recovery  
9 of twice the amount of such damages as well as attorneys' fees and costs.  
10

11 **X. FIFTH CLAIM FOR RELIEF**  
12 **Violations of 29 U.S.C. § 1822(a) & 29 U.S.C. § 1832(a) –**  
13 **Failure to Pay Wages When Due**

14 10.1 Plaintiffs reallege and incorporate by reference each and every  
15 allegation set forth in the preceding paragraphs.  
16

17 10.2 29 U.S.C. § 1822(a) and 29 U.S.C. § 1832(a) require agricultural  
18 employers to pay migrant and seasonal employees the wages owed to them when  
19 due.  
20

21 10.3 Dovex is an "agricultural employer" under 29 U.S.C. § 1802(2).

22 10.4 By failing to compensate Plaintiffs and Class members for all work  
23 performed, for rest breaks, and for an additional ten minutes of pay for each rest  
24 break Plaintiffs and Class members missed, Dovex has intentionally violated 29  
25 U.S.C. § 1822(a) and 29 U.S.C. 1832(a).  
26



1           10.5 Under 29 U.S.C. § 1854(c)(1), for each violation of AWPAs,  
 2 Plaintiffs and each member of the Class are entitled to recover their actual  
 3 damages or up to \$500 per class member per violation in statutory damages.  
 4

5                           **XI. SIXTH CLAIM FOR RELIEF**  
 6                           **Violations of 29 U.S.C. § 1821(d)(2) & 29 U.S.C. § 1831(c)(2) –**  
 7                           **Failure to Provide Accurate Statements of Hours Worked**

8           11.1 Plaintiffs reallege and incorporate by reference each and every  
 9 allegation set forth in the preceding paragraphs.

10           11.2 Pursuant to 29 U.S.C. § 1821(d)(2) and 29 U.S.C. § 1831(c)(2),  
 11 agricultural employers must provide migrant and seasonal employees with  
 12 accurate written statements of hours worked, pay period earnings and net pay for  
 13 each pay period.  
 14

15           11.3 By the actions alleged above, Dovex has intentionally violated 29  
 16 U.S.C. § 1821(d)(2) and 29 U.S.C. § 1831(c)(2).  
 17

18           11.4 Under 29 U.S.C. § 1854(c)(1), for each violation of AWPAs,  
 19 Plaintiffs and each member of the Class are entitled to recover their actual  
 20 damages or up to \$500 per class member per violation in statutory damages.  
 21

22                           **XII. SEVENTH CLAIM FOR RELIEF**  
 23                           **Violations of 29 U.S.C. § 1821(d)(1) & 29 U.S.C. § 1831(c)(1) –**  
 24                           **Failure to Make, Keep and Preserve Accurate and Adequate Wage Records**

25           12.1 Plaintiffs reallege and incorporate by reference each and every  
 26 allegation set forth in the preceding paragraphs.

1           12.2 Pursuant to 29 U.S.C. § 1821(d)(1) and 29 U.S.C. § 1831(c)(1),  
 2 agricultural employers must make, keep and preserve records of the correct  
 3 number of hours worked, the correct total pay period earnings, and the correct net  
 4 pay of migrant and seasonal employees.  
 5

6           12.3 By the actions alleged above, Dovex has intentionally violated 29  
 7 U.S.C. § 1821(d)(1) and 29 U.S.C. § 1831(c)(1).  
 8

9           12.4 Under 29 U.S.C. § 1854, for each violation of AWPAs, Plaintiffs and  
 10 each member of the Class are entitled to recover their actual damages or up to  
 11 \$500 per class member per violation in statutory damages.  
 12

### 13                                   **XIII. PRAYER FOR RELIEF**

14           Plaintiffs, on their own behalf and on behalf of the members of the Class,  
 15 pray for relief against Dovex as follows:  
 16

17           A.     Certify the proposed Class;

18           B.     Declare that Dovex is financially responsible for notifying all Class  
 19 members of its employment law violations;  
 20

21           C.     Appoint Plaintiffs as representatives of the Class;

22           D.     Appoint the undersigned counsel as counsel for the Class;

23           E.     Declare that Dovex's actions complained of herein violate 29 U.S.C.  
 24 § 1821, 29 U.S.C. § 1831, 29 U.S.C. § 1822, 29 U.S.C. § 1832, WAC 296-131-  
 25 020, RCW 49.52.050, RCW 49.46.070, RCW 49.46.090, RCW 49.46.020, WAC  
 26

1 296-131-015, WAC 296-131-017, and WAC 296-128-010;

2 F. Enjoin Dovex and its officers, agents, successors, employees,  
3 representatives, and any and all persons acting in concert with Dovex, as provided  
4 by law, from engaging in the unlawful and wrongful conduct set forth herein;  
5

6 G. Award Plaintiffs and members of the Class actual damages or  
7 statutory damages up to \$500, whichever is greater, for each violation of AWPB;  
8

9 H. Award Plaintiffs and members of the Class compensatory and  
10 exemplary damages, as allowed by Washington law;

11 I. Award Plaintiffs and members of the Class attorneys' fees and costs,  
12 as allowed by Washington law, including under RCW 49.48.030, RCW  
13 49.46.090, and RCW 49.52.070;  
14

15 J. Award Plaintiffs and members of the Class prejudgment and post-  
16 judgment interest, as allowed by law;  
17

18 K. Permit Plaintiffs leave to amend the complaint to conform to the  
19 evidence presented at trial; and  
20

21 L. Grant such other and further relief as the Court deems necessary,  
22 just, and proper.

23 RESPECTFULLY SUBMITTED AND DATED this 25th day of  
24 February, 2016.  
25  
26

TERRELL MARSHALL LAW GROUP PLLC

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